# MASTER CONTRACT

between

EAST MARSHALL EDUCATION ASSOCIATION AND EAST MARSHALL COMMUNITY SCHOOL DISTRICT

For the

2006-2007 SCHOOL YEAR



# **TABLE OF CONTENTS**

AGREEMENT	3
I RECOGNITION	3
II GRIEVANCE PROCEDURE	3
III LEAVES OF ABSENCE	5
IV EMPLOYEE EVALUATION	9
V EMPLOYMENT AND ASSIGNMENTS	10
VI PHYSICAL EXAMINATION	10
VII REDUCTION/REALIGNMENT OF STAFF	10
VIII INSURANCE	12
IX SALARIES	13
X DUES DEDUCTION	14
XI COMPLIANCE CLAUSE AND DURATION	15
XII SENIORITY	15
XIII TRANSFERS	16
XIV SAFETY PROVISION	17
XV EMPLOYEE HOURS	17
XVI EMPLOYEE WORK WEEK	18
SCHEDULE I - GRIEVANCE REPORT	19
SCHEDULE II - SALARY SCHEDULE	20
SCHEDULE III - EXTRA-CURRICULAR ACTIVITIES	21
SCHEDULE IV - DUES DEDUCTION AUTHORIZATION	23

#### **AGREEMENT**

The Board of Directors of East Marshall Community School District (hereinafter referred to as the "Board"), and the East Marshall Education association (hereinafter referred to as "Association"), do hereby agree as follows:

#### RECOGNITION

#### ARTICLE I

- A. The East Marshall Board of Education recognizes the East Marshall Education Association as the certified, exclusive and sole bargaining representative, for the purpose of collective bargaining for all employees of the Board described in the Public Employment Relations Board Certification as amended in Case No. 4787 on December 14, 1992, and teachers (academic, vocational, remedial, special education, physical education, music, art and drama), certified librarian, guidance counselor, nurse, and excludes the following: superintendent, principals, athletic directors and all non-certified employees, substitute teachers, and all others excluded by Section 4 of the Public Employment Relations Act.
- B. The association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agents officially designed by the Board to act on its behalf.

#### **GRIEVANCE PROCEDURE**

#### ARTICLE II

- A. A grievance is a claim that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this agreement.
- B. Grievances shall be processed strictly in accordance with these procedures. Failure to act upon a grievance within the prescribed time limits by a teacher or by the Association will act as a bar to any further action or appeal on that grievance. Failure to meet the time limit by the Administration will automatically move the grievance procedure to the next step. However, the time limit may be extended by mutual agreement. All procedures for the processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
- Step 1: An attempt shall be made to resolve any grievance in an informal discussion between the grievant and his or her principal. In the event that a grievance affects two or more employees, the parties may, by mutual agreement, consolidate such grievance for procession under the provision of the ARTICLE.

- Step 2: All references to time limits throughout the remainder of this article should be interpreted as "calendar days" unless otherwise noted. If the grievance cannot be resolved informally, the grievant shall file a grievance, in writing, with the principal on the form set forth in the attached Schedule. The grievance must be filed within fourteen (14) calendar days from the time when such event became known to the grievant. The building administrator shall date and initial the grievance verifying receipt of the grievance. Within seven (7) days after the building principal receives the written grievance, a meeting shall be held with the grievant and an Association representative at a mutually agreeable time to discuss the alleged grievance and attempt to resolve the same. The decision on the grievance will be made by the building administrator in writing, to the teacher and the Association within fourteen (14) days after the conference. A copy of said decision will be submitted to the superintendent.
- Step 3: If the grievant is not satisfied with the decision, the Association shall file within seven (7) days of the building administrator's written decision a copy of the grievance with the superintendent. Within fourteen (14) days after the written grievance is filed, the grievant and an Association representative shall meet with the superintendent or his designee to resolve the grievance. The superintendent or his designee shall file an answer within fourteen (14) days of the grievance meeting and communicate it, in writing, to the teacher, the Association, and the building administrator. The Association must give prior approval of all grievances going to the final step (arbitration).
- Step 4: If the grievance is not resolved satisfactorily at Step 3, arbitration shall be available. The Association may submit, in writing, a request to enter into such arbitration on behalf of the Association and the grieving teacher to the superintendent within thirty (30) days from the receipt of the decision of the superintendent at Step 3 to enter into such arbitration. Arbitration shall be conducted by an arbitrator to be selected by the superintendent and the Association within seven (7) days after said notice is given. If the parties are unable to agree upon an arbitrator, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and each party shall have one (1) additional school day to remove each of the remaining names, until one (1) remains. The person whose name remains shall be the arbitrator. The decision of the arbitrator shall be binding on both parties. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within forty-five (45) calendar days following the close of the hearing other submission of briefs by the parties, whichever is later unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- C. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).
- D. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

- E. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.
- F. The arbitration hearing, under this procedure, shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representatives heretofore referred to in this Article.
- G. Unless agreed to by the superintendent or designee, all grievances shall be processed outside of the employee's work day.

#### LEAVES OF ABSENCE

Article III

#### PAID LEAVES:

#### A. Sick and Injury Leave:

- 1. Employees covered by this agreement shall be entitled to sick and injury leave privileges as follows. Employees are granted leave for personal illness or injury with full pay in the following maximum amounts:
  - First Year Employment ...... 10
     Second Year Employment ... 11
     Third Year Employment ...... 12
  - Fourth Year Employment..... 13Fifth Year Employment....... 14
  - Sixth Year Employment...... 15
- 2. The above amounts shall apply only to consecutive years of employment in the East Marshall Community School District and unused portions shall be cumulative to a maximum of one hundred twenty (120) days. The School Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity of such leave of absence. Sick leave shall include

absences of one-half day or more necessitated by employee illness, injury, doctor or dentist appointments exclusive of routine physical examinations.

- Employees who are employed prior to termination of the first semester will be credited with a full ten (10) days sick leave. Personnel employed after these dates will receive only five (5) days of sick leave for their first appointment period. Unused portions will be accumulative in the same manner as for other employees.
- 4. Female employees are entitled to use accrued sick leave during the period they are unable to perform regular duties due to a pregnancy and subsequent recovery. Supporting written medical determination will be required to establish the period the employee is unable to work due to her pregnant condition and recovery and the date of the employee's return to work.

5. In the event of absence due to an injury arising out of or in the course of the employee's employment, the district will provide the worker's compensation coverage required by state law. Employees eligible for benefits may, at their discretion, supplement the same in the manner allowed by state law which will result in a reduction in sick leave accumulation for each day supplemented. Such sick leave reduction/supplementation will be made in such an amount so as to cause the total of the workers compensation and the sick leave payment supplement to equal 100 percent of the employee's salary.

#### B. Catastrophe Leave:

An employee regularly under contract and on an annual salary who is absent due to a catastrophe is allowed a maximum of five (5) days every five (5) years if the following facts are substantiated:

- 1. A catastrophe has taken place. A catastrophe is defined as a personal and fortuitous occurrence resulting in loss of property.
- For the first three (3) days of catastrophe leave, the district shall pay the cost of a substitute. For days four (4) and five (5), the employee shall pay the costs of a substitute.
- 3. At the discretion of the building administrator, catastrophe leave may be granted for items not defined in (1) above. However, the granting of such leave is in the sole discretion of the employee's building administrator, who will take into account both the sufficiency of the reason for the request and whether the efficient administration of the school and the continuity of the educational process are such that the employee can be spared for the period requested. The denial of a request for such days of catastrophe leave by the employee's building administrator shall be final and will not be subject to nor processed through the grievance and arbitration procedures provided for in Article II of this Agreement.

#### C. Bereavement:

An employee regularly under contract and on an annual salary who is absent due to a death in the immediate family is allowed a maximum of five (5) days per occurrence if the following facts are substantiated:

The death is in the immediate family to include father, mother, brother, sister, husband, wife, child, grandparent, grandchild or in-law.

A maximum of two (2) days per occurrence is allowed if the following facts are substantiated:

The death is in the immediate family to include aunt, uncle, niece or nephew.

#### D. Jury and Legal Duty Leave:

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial proceedings shall be provided such time. Any fees or reimbursement the employee receives during such leave shall be turned over to the East Marshall Community School District.

#### E. Personal Leave:

- 1. All requests for personal leave shall be submitted by the employee in writing to the employee's building administrator at least three (3) calendar days in advance of the requested leave day. In the case of an emergency, permission for such leave may be sought in person or by phone with the written statement presented to the building administrator upon the employee's return. Employees shall be entitled to two (2) days of personal leave during the contract year at the employee's discretion without loss of pay. One (1) additional day of personal leave without loss of pay may be granted by the building administrator during the contract year for transacting personal business which cannot be conducted during non-school time. The granting of such additional day of personal leave is within the sole discretion of the employee's building administrator, who will take into account both the sufficiency of the reason for the request and whether the efficient administration of the school and the continuity of the educational process are such that the employee can be spared for the period requested. The denial of a request for such additional day of personal leave by the employee's building administrator shall be final and will not be subject to nor processed through the grievance and arbitration procedure provided for in Article II of this Agreement. Personal leave days may be accumulated from year to year to a maximum of four (4) days total. Upon written request, unused days will be compensated to the teacher at half the substitute teacher pay rate at the time the request is made. No more than three (3) employees per building shall be absent on personal leave at any one time and no personal leave shall be granted during the first two (2) weeks or the last two (2) weeks that school is in session.
- 2. Personal leave may be granted in accordance with sub-section (1) hereof for the day immediately following a holiday or vacation; provided, however:
  - a) that no more than three (3) employees per building are absent on that same day;
  - b) that the request for personal leave is submitted by the employee in writing to the employee's building administrator at least five (5) school days prior to the requested leave; and
  - c) a qualified substitute can be obtained for the requested day.

#### F. Professional Leave:

Attendance at local, state, or national educational meetings, or visiting other schools to observe specific programs is encouraged and is permitted without loss of pay (and substitutes shall be provided by the Board), if such absence is approved by the building administrator. If any employee desires a professional leave, a written request for approval of such absences must be submitted to the building administrator at least three (3) school days prior to the anticipated absence. Employees attending such meetings shall have all fees and transportation mileage paid by the Board to a maximum of Two Hundred Fifty Dollars (\$250) per employee per year unless attendance at such meeting is required by the Board whereupon the Board will cover all expenses. Not to be used for tuition reimbursement.

## G. Leave for Association Activities:

When arrangements are made a least one (1) week in advance, a leave for not more than two (2) days per school year may be granted by the superintendent to permit one employee to attend the lowa State Education Association Delegate Assembly and one (1)

additional day for the other ISEA or NEA activities. No more than an aggregate of three (3) days of leave for all employees per school year shall be granted for this purpose. The two (2) days of leave for the delegate assembly shall be without loss of pay and the Board shall provide a substitute. The additional day of leave shall be without loss of pay, but the employee shall pay the cost of a substitute. Employees shall pay their own travel and meeting expenses. Days of leave under this section shall not be accumulated from year to year.

#### H. Family Leave:

Family leave may be granted where, because of serious illness or injury by accident of a close family member of an employee, the employee is needed to care for the family member; or, for the purpose of caring for a sick minor child or children of the employee. Close family member shall mean spouse, parent, brother, sister, child, grandparent, grandchild or in-law of the employee. Such family leave shall be without loss of pay for up to ten (10) days and without pay for no more than the school year in which the family need arises. The building administrator shall have sole discretion as to the necessity and extent of the leave. Employees will be entitled to five (5) days of family leave per year. Two (2) days of family leave may be carried forward each year to a maximum of ten (10) days. Requests for family leave shall be reported to the building administrator in writing prior to such leave. If such prior notice is not possible, it is understood that the affected employee shall be required to make formal application in writing for approval of said leave prior to receiving pay for the time missed.

In the case of an extended leave of absence, the Board agrees to continue all fringe benefits, with the exception of a single share medical insurance, in which the Board agrees to maintain single share coverage for the first thirty (30) days following extended leave, after which time the employee shall assume the insurance payments.

#### **UNPAID LEAVES:**

#### A. Family and Medical Leave

Consistent with the Family Medical Leave Act, each employee who has been employed at least 12 months and who has worked at least 1,250 hours during the preceding 12 months will be granted a maximum of twelve (12) weeks unpaid leave of absence each year. For purposes of calculating the 12-week period, the year will be defined as the contract year established by this Agreement, beginning on July 1 and ending on June 30.

Under this section, family and medical leave will only be granted for the following purposes:

- for the employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;
- to care for the employee's spouse, child or parent who has a serious health condition:
- the birth and care of an employee's child; or
- to care for a child placed with the employee through adoption or foster care.

Employees must exhaust all paid leaves applicable to qualifying purposes under the Family Medical Leave Act before the 12-week unpaid FMLA leave may be taken.

The District shall continue the District's contributions towards health, dental, life and long-term disability insurance on behalf of the employee for up to the 12 weeks of the

family and medical leave period. If the employee has paid leave available, the District shall continue its contribution until the paid leave is exhausted. The employee shall remit the employee's contribution toward health, dental, life and long term disability insurance by the date the District makes payment to the insurance carrier or within 30 days thereafter. The employee will be required to reimburse the District for any employee-owed benefit contributions made by the District on employee's behalf while the employee was on unpaid leave under this section.

The District may require an employee to provide written certification from a health care provider when an employee requests leave under this section for employee's own serious health condition or to care for the employee's parent, spouse or child with a serious health condition. All other relevant terms and conditions of the Family Medical Leave Act not addressed herein will apply and supersede any conflicting provisions of this Agreement.

#### **Employee Evaluation**

#### **ARTICLE IV**

<u>Section 1.</u> The building administrators shall, during the first four (4) weeks of the school year, acquaint employees under their supervision with the common procedures and instruments used in the evaluation process district-wide.

<u>Section 2.</u> The classroom teaching performance of any first and second-year beginning teacher shall be formally evaluated a minimum of twice during the school year. There shall be at least a six-week interval between each formal evaluation. All Tier II teachers will have a formal evaluation once every three years. Tier II teachers will have an annual review of the lowa Teaching Standards and criteria.

<u>Section 3.</u> All formal evaluation of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.

<u>Section 4.</u> Formal written evaluation reports shall be preceded by in-classroom observance of the teacher's performance. The administration shall give the teacher one day advance notice of such in-classroom observation. The results of the formal evaluation shall be recorded in writing, with a signed copy to be given to the teacher.

<u>Section 5.</u> The evaluator shall meet with the employee within one (1) week following classroom observations to review the written report. If an employee feels the written report is incomplete or inaccurate, the employee shall have one (1) week to file a written response with the evaluator. The employee's written response shall be signed by the evaluator and a copy attached to the written report prior to submission to the superintendent.

<u>Section 6.</u> The method of employee evaluation described in this Article is not the exclusive means of evaluating performance, and it is recognized that other criteria may properly be employed by the Board in evaluating the overall performance of any employee. Employees shall be given notice of written additions to their evaluation files.

<u>Section 7.</u> The high school and middle school athletic directors and/or a certified evaluator shall evaluate the coaches under their supervision for each sport in which they are involved at the end of the season. During the first four (4) weeks of the school year,

the A.D.'s shall acquaint the coaches under their supervision with the procedures and instruments to be used in the evaluation process.

The athletic director shall meet with each coach to review the written report. If the coach feels the written report is incomplete or inaccurate, the coach shall have one week to file a written response with the athletic director. The coach's written response shall be signed by the evaluator and a copy attached to the written report prior to submission to the superintendent.

#### **EMPLOYMENT AND ASSIGNMENTS**

#### **ARTICLE V**

Each employee shall be given written notice of the employee's work assignment for the coming year at the time contracts are issued for that school year. The superintendent shall have the right to make changes in work assignments in accordance with the provisions of Article XIII. Employees shall be given written notice of any change in work assignment as soon as possible after the superintendent's decision to make a transfer.

#### PHYSICAL EXAMINATION

#### **ARTICLE VI**

- 1. A physical examination by a licensed physician shall be required of all employees upon their initial appointment.
- 2. Forms for the examination will be provided by the School District and all must be completed and on file with the superintendent not later than August 15th.

#### REDUCTION OR REALIGNMENT OF STAFF

#### **ARTICLE VII**

#### Section 1.

- a) For purpose of this Article, seniority shall be defined as the total number of consecutive years of full-time and part-time employment by the District; provided, however, that seniority shall be accrued on a pro-rata basis (full-time equivalency) for all part-time employees. Seniority shall commence as of the first day of performance of services for the Board under an employment contract and will not accrue during summer school employment nor during any period of lay-off. Seniority shall not be interrupted by periods of approved leaves of absences so long as the employee has performed services on a regular basis for 90 or more work days during the school year. In all other cases, seniority shall not be broken by an approved leave of absence but no additional seniority shall accrue during such period of leave.
- b) Seniority shall apply to the employment areas referred to in Section 2 below. In determining such seniority in the case of employees who have transferred

or been reassigned on a full-time basis to another employment area, seniority shall be retained and shall accrue in the former employment area and shall also accrue in the new employment area. Upon completion of five (5) years of continuous service in a new employment area, all seniority shall be transferred to and shall apply only in the new employment area.

c) Teachers assigned to the At-Risk Program will be considered employed in the area, department or reduction category he/she was previously assigned.

<u>Section 2.</u> When, in the exclusive and final judgment of the Board, it is necessary to reduce the number of employees because of declining enrollment, reduction of program or for any other reason, the administration shall review the relative skill, ability, competence and qualifications/certification of the affected teachers, and shall base its decision as to which employee contract shall be terminated on the necessity to hire and/or maintain the most skilled, competent and qualified staff to carry out the District's total educational program.

If a choice must be made between two or more employees of equal skill, ability, competence and qualifications to do the available work, contract termination will be in accordance with the following criteria:

- a) Teachers within the affected area, department or reduction category with emergency or temporary certification shall be terminated first.
- b) Fully certified teachers in the affected area, department or reduction category with the least full-time length of service with the school district shall be terminated next.
- c) Where the full-time length of service with the school district is equal between two or more employees the tie will be broken in the following manner in descending order:
  - 1) The teacher with more credit hours of college or university training (i.e. completed by April 1) beyond the bachelors degree level (i.e. graduate hours/credits) shall be considered more senior.
  - 2) The teacher with more total years of teaching experience will be considered more senior.
  - 3) The teacher with more endorsements will be considered more senior.
  - If a tie still exists, the relative order of seniority shall be determined by drawing lots.

The staff reduction procedures set forth in this section shall be used and applied separately in the following levels:

Elementary: Kindergarten through Sixth Grades
Secondary: Seventh Grades through Twelfth Grades

and within department areas (i.e. Language Arts, Mathematics, Science, Social Studies, Foreign Language, Industrial Arts, Home Economics, Business Education) where applicable. Special service areas K-12 (i.e. Special Reading, Guidance, Media Specialist, Nurse, Teachers of Special Disabilities, Vocal Music, Instrumental Music, Physical Education, Health Education, Art, Talented and Gifted) shall be considered separately.

<u>Section 3.</u> Any employee laid off pursuant to the foregoing section shall be entitled to recall to any position which becomes available for a period of two (2) years following the effective dates of the layoff, provided, however, that the employee is certified for the

available position and the Board determines that the employee is qualified to perform the required duties. Employees shall be considered for recall in reverse order of their termination.

Any employee re-employed following the staff reduction guidelines shall be placed on the salary schedule commensurate with experience and shall retain accumulated sick leave benefits.

An employee recalled pursuant to this section shall notify the Board in writing by certified mail of the employee's acceptance of the position not later than fifteen (15) calendar days after receipt of the certified letter from the Board notifying the employee of the recall. The failure of the employee to so notify the Board shall be deemed to be a rejection of the recall. Employees rejecting a recall hereunder shall forfeit all future recall rights. A teacher on recall shall not accrue any sick leave, benefits, or experience on the salary schedule.

#### **INSURANCE**

#### **ARTICLE VIII**

<u>Section 1.</u> The Board shall maintain a group health and major medical insurance policy for its eligible full-time and part-time employees. The Board shall pay the cost of the single premium for the lowest deductible plan offered. If the employee chooses a higher deductible plan the difference in premium may be used for qualified benefits in the District's 125 Cafeteria Plan. Current employees must elect an option by May 30<sup>th</sup> of each year. New employees will select an option at the time of initial enrollment. Each employee shall pay for any additional coverage which the employee may select and shall furnish the superintendent with such written authorization as may be necessary to authorize the deduction from their salary of the amount of the employee's contribution. Pre-authorization for hospitalization is required in accordance with the provisions of the insurance policy.

If the employee is covered under another group health insurance plan, they may opt out of the school's coverage by providing proof of coverage under another group plan. The employee will receive no cash reimbursement if they waive insurance coverage.

An insurance committee will be formed to review and explore insurance options no later than November 2006.

<u>Section 2.</u> Subject to the provisions of the insurance policy, the Board will pay up to \$10.00 per month toward the cost of premiums for each employee electing group long-term disability insurance. Each employee shall pay the balance of such premiums and shall furnish the superintendent with such written authorization as may be necessary to authorize the deduction from their salary of the amount of the employee's contribution.

<u>Section 3.</u> Subject to the provision of the insurance policy, the Board will pay up to \$10.00 per month toward the cost of premiums for each employee electing group dental insurance. Employees shall pay the balance of such premiums and shall furnish the superintendent of such written authorization as may be necessary to authorize the deduction from their salary of the amount of the employee's contribution.

<u>Section 4.</u> Subject to the provision of the insurance policy, each employee shall be covered by a group term life, accidental death and dismemberment insurance program in

the amount of ten thousand dollars (\$10,000.00). Premium for said program will be paid by the Board. Benefits will be paid to the employee's designated beneficiary.

<u>Section 5.</u> The Board's obligation to pay premiums of insurance under the provision of this Article shall be limited to full-time employees and part-time employees working half-time or more. Insurance program carrier shall be selected by the Board after receiving recommendations from the Association.

#### **SALARIES**

#### **ARTICLE IX**

<u>Section 1.</u> The salaries for employees during the term of this Agreement shall be set forth in Schedule "II" attached hereto and, by this reference thereto, made a part thereof.

<u>Section 2.</u> Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service with the East Marshall School District until the maximum for the service classification is reached. A year of service consists of performing services for 95 or more days during the school year. Incoming teachers with experience in such systems will be given credit for up to 10 years of experience if such experience has been in an accredited school system within the last 10 years.

Section 3. Employees on the regular salary schedule shall be granted one increment of horizontal column upon satisfactorily completing the educational requirements for such column until the maximum horizontal column is reached. Only such additional graduate educational hours in the employee's teaching area shall be used for the purposes of determining the appropriate horizontal column for the employee. Before an employee advances from one educational column to another, satisfactory evidence of additional credit must be filed with the superintendent no later than thirty (30) days after the commencement of the school year and any resulting salary adjustment shall be retroactive to the beginning of the school year.

<u>Section 4.</u> The Board reserves the right to employ teachers at a salary greater than the appropriate salary schedule in the case of emergency or shortage of teachers in a particular field. In the event this action is necessary, the Board will discuss the need and rationale for the decision with the leadership of the association.

<u>Section 5.</u> In the event an employee is required to travel from one building to another in a given day during the course of performing teaching duties, such employee shall provide their own transportation and shall be reimbursed for actual miles driven at the state rate.

Section 6. The salary schedule set forth in Schedule II attached to this Agreement is premised upon a base salary of \$25,020 and includes \$68,746 in Phase II money provided by the State of Iowa. The \$68,746 does not include the District's contribution for FICA tax and IPERS benefits. In the event the amount of money the District receives from the State of Iowa for Phase II money, exclusive of the District's contribution for FICA tax and IPERS benefits, is less than \$68,746, the base salary of \$25,020 shall be reduced by an amount necessary to remove from the salary schedule an amount equal to the difference between \$68,746 and the amount of the Phase II money actually received. It is also agreed that in the event the amount of Phase II money received by the District from the State of Iowa is greater than \$68,746 as a result of allowable future growth, the base

salary of \$24,600 will be increased by an amount necessary to incorporate the additional Phase II money, exclusive of the District's contribution for FICA tax and IPERS benefits, into the salary schedule.

<u>Section 7.</u> The first year an employee is moved from a BA lane to an MA lane, in addition to their salary as computed in Schedule II, the Board shall pay the employee a one-time award of \$1000 in honor of their achievement.

Section 8. Beginning with the 1998-99 school year, for teachers on step 1 to 5 on the BA lane, the bottom step will be step 10; and for teachers on step 1 to step 10 on the BA+12 lane, the bottom step will be step 15. For all teachers, beginning with the 2003-2004 school year, the bottom step on the BA lane will be step 10 and the bottom step on the BA+12 lane will be step 15. Teachers beyond those steps will be frozen at the step they are on in the 2004-2005 school year if they are in the BA lane. If, during the last five (5) years a teacher has advanced to the BA+12 lane, that teacher will be given five (5) more years from the time of their advancement to move to the BA+24 lane or they will be frozen on the step they are on at the end of that five (5) years. Teachers in the BA+12 lane who are beyond step 10 will be frozen at the step they are on in the 2004-2005 school year.

#### **DUES DEDUCTION**

#### ARTICLE X

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<u>Section 1.</u> Any employee who is a member of the Association may deliver to the Board an Assignment form authorizing the payroll deduction of professional dues.

<u>Section 2.</u> Pursuant to such authorization, the Board shall deduct one-twelfth of the total annual dues from the regular salary check of the employee each month for a period of twelve months, beginning in September and ending in August of each year.

<u>Section 3.</u> The dues deduction authorization shall be attached hereto for Schedule IV. The authorization to deduct shall continue in effect from year to year unless revoked by thirty days written notice to the Board and to the Association. The Association shall deliver to the Board or its designee a list of its members with dues deduction amounts no later that September 15th of each year.

<u>Section 4.</u> The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period and shall provide a list of employees from whom such deductions were made.

<u>Section 5.</u> The Association agrees to indemnify and hold harmless the Board and all administrators against any and all liability and cost whatsoever arising out of the application of the provisions of this Article, including reasonable attorney fees.

#### **COMPLIANCE CLAUSE AND DURATION**

#### **ARTICLE XI**

<u>Section 1.</u> Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and effect.

Section 2. Copies of this Agreement shall be photocopied within 30 days following the execution of the same, with the expense of photocopying to be assumed by the Board. Copies of the Agreement shall be distributed to all employees now employed or hereafter employed, and the Board shall provide the Association with twenty (20) additional copies.

<u>Section 3.</u> Wherever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by certified mail at the following designated addresses or such other address as may be designated by a party in written notification to the other party:

(1) If by the Association to the Board:

Superintendent of Schools
East Marshall Community School
Box 159
Gilman, IA 50106;

(2) If by the Board to the Association:

President of East Marshall Education Association East Marshall Community Schools.

<u>Section 4.</u> This agreement shall remain in full force and effect for a period of one year commencing July 1, 2006, and running through June 30, 2007. This agreement shall continue in effect for successive fiscal years thereafter except as it may be amended or modified during negotiations for a successor agreement.

 $\underline{\text{Section 5.}}$  This Agreement constitutes the entire agreement between the parties and concludes all collective bargaining for its duration, except as otherwise expressly provided in this Agreement.

<u>Section 6.</u> In the event that additional funds for salaries are received from the Sate of lowa as a result of the legislative changes enacted during the 2001 legislative session, the salary schedule will be reopened and subject to renegotiation.

#### SENIORITY

#### **ARTICLE XII**

<u>Section 1.</u> No later than November 1 of each school year, the District shall post in all school buildings and deliver to the Association a seniority list by employment area. The seniority list shall include the employee's name, employment area and number of years of seniority accrued.

<u>Section 2.</u> When two or more employees desire the same extra-curricular position and the skill, ability and qualifications are equal in the judgment of the administration, seniority will prevail in making of the assignment.

#### **TRANSFERS**

#### **ARTICLE XIII**

#### A. Definitions.

- 1. Transfer. The assignment of an employee to a different job classification, grade, level, subject area, or building shall be considered a transfer.
- 2. Voluntary Transfer. A voluntary transfer is a transfer requested by the employee.
- 3. Involuntary Transfer. An involuntary transfer is a transfer not initiated by the employee's request.
- 4. Vacancy. A vacancy is any part-time or full-time assignment that an employee leaves for reasons of long term leave, staff reduction/reassignment, resignation, termination, transfer, or other cause, which partially or entirely remains in existence within the District; the expansion of an existing position; or part-time or full-time new position created by the District.

#### B. Voluntary Transfers.

- 1. Notification of Vacancies.
  - a. Posting. Upon knowledge of a vacancy or vacancies, the Superintendent will post in all buildings a list of vacancies, which occur during the school year and for the following year. A five day deadline for transfer request will be given. However, as of June 1<sup>st</sup>, a vacancy will be posted only once on the district web page. If there is a voluntary transfer to this position, the position vacated will not be posted and may be filled by a new hire.
  - b. Filing requests. An employee who desires a change in job classification, grade, and/or subject assignment, or building may file a written statement of such desire with the Superintendent and the affected building Principal(s).

#### 2. Procedure

- a. Employee Preference. In the processing of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not prevent meeting the instruction requirements of the District or prevent the return of an employee on recall as provided in Article VII, Section3.
- b. Multiple Applications. If more that one employee with appropriate certification(s) and qualification(s) apply for the same position, the most senior employee shall prevail except that in the event that a vacancy exists through expansion or addition to a current position then the employee holding the current position shall have preference.
- c. Denial Notice. Notice of the denial of a voluntary transfer request shall be delivered to the employee immediately upon the making of the decision. The decision shall include a specific statement of the reason(s) for the denial.
- d. Current Employee Preference. No new hire shall be employed or involuntary transfer made to fill a vacancy if a certified voluntary applicant exists unless the instructional requirements of the district cannot be met granting the voluntary transfer request.

- C. Involuntary Transfers.
  - 1. Use of Involuntary Request. This section will only apply when the vacant position cannot be filled pursuant to Section B: Voluntary Transfers or Article VII, Section 3. Recall.
  - 2. Notice. Notice of an involuntary transfer or reassignment shall be given in writing to the affected employee as soon as possible.
  - 3. Procedure. If an involuntary transfer or reassignment is necessary, the employee with the least District seniority who is certified and qualified in the subject/area and/or grade level to which the involuntary transfer is necessary, shall be transferred first (i.e., in reverse order of seniority).
  - 4. Meeting. An involuntary transfer or reassignment shall be made after a meeting between the employee(s) involved, Association representative, affected Principal(s) and the Superintendent, at which time the employee and the Association shall be given written reason(s) for the involuntary transfer.

#### SAFETY PROVISION

#### **ARTICLE XIV**

Section 1. An employee may, within the scope of his employment, and pursuant to Board policy, use and apply such amount of force as is lawful, reasonable and necessary for the following purposes: (a) to quell a disturbance threatening physical injuries to others; (b) to obtain possession of weapons or other dangerous objects on the person or within the control of a pupil; (c) for the purpose of self defense; and (d) for the protection of persons or property.

Section 2. The Board agrees to and shall defend employees against liability as may be required by law. The Board will continue to provide liability insurance until such time as it determines that it is no longer practical to carry such insurance. The Board shall give employees sixty (60) days advance notice of the effective date of discontinuance of such insurance.

<u>Section 3.</u> Employees shall immediately report cases of assault suffered by them in connection with their employment to their building administrator and the superintendent.

#### **EMPLOYEE HOURS**

#### **ARTICLE XV**

Except herein provided, teachers shall be available in their respective buildings not later than eight o'clock a.m. and shall be available until four o'clock p.m. on Monday through Thursday. Employees may leave their building ten minutes after the close of classes and release of students on Fridays and the day prior to a holiday. The policy regarding the length of the school days shall be implemented by the administration. Each building administrator shall also have the authority and the discretion to schedule meetings, supervisory duties or extra-curricular assignments that may commence prior to eight o'clock a.m. or continue after four o'clock p.m. If an employee is required to attend a professional meeting called by the Administration and the employee is required to remain after four o'clock p.m. or arrive before eight o'clock a.m., such employees shall be allowed to leave the building early that day or the next, an equivalent amount of time, but not before the close of classes.

Teachers who teach classes before eight o'clock a.m. or after four o'clock p.m. will have their beginning and ending work hours adjusted to reflect a change in workday beginning and/or end time. \*This is for the 2006-07 school year only.\*

If employees are required to perform supervisory or extra-curricular duties outside of school hours, assignments shall be made so all employees will serve, as nearly as possible, an equal number of such duties during the school year.

Half-time or more teachers will be required to attend full days on parent-teacher conference days, on in-service days before the start of school, on in-service days after the end of school and on full-day in-service days during the school year. Attendance on early dismissal in-service days during the school year will be attended half of the time as arranged with the building principal.

#### **EMPLOYEE WORK WEEK**

#### **ARTICLE XVI**

Section 1. Contracts for certified personnel shall be in writing and shall state the length of time the contract is in force and total compensation for the contract period. Such contract shall be approved by the Board, signed by the employee and President of the Board and filed with the Secretary. Teacher's contract will extend over one hundred ninety (190) in-school days. The holidays Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day shall be included in the one hundred ninety (190) in-school days. If the state requires and funds additional staff development days, they will be paid per Diem. If the additional days are mandated, but not funded, teachers will be paid half of the unfunded requirement. An additional non-paid day may be added to the calendar for new teachers who, at the discretion of the building administrator, will be required to attend up to one additional day at the start of the school year for orientation by the building principal. An additional day may be scheduled at the end of the school year for staff development. This day is for unusual circumstances only such as required meetings that have not already been held. This will be a non-paid day, but attendance can only be required by joint agreement between the Association and the Administration.

<u>Section 2.</u> In-school days shall include such days on which all students are required to attend, orientation days, and any other days on which the entire teaching staff is required to attend by the Administration .

<u>Section 3.</u> Employee attendance shall not be required whenever student attendance is not required due to inclement weather, provided, however, that such days shall not be considered in-school days for purposes of this Article. Such days will be made up during vacation time or at the end of the school year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Chief Negotiators.

BY: By: By: E.M. Education Assoc. President

r.taulos / Kush

4-28-06

E.M. Board Negotiator

E.M. Education Assoc. Negotiator

Date

# SCHEDULEI

### **GRIEVANCE REPORT**

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# DISTRIBUTION OF FORM: 1. Association 2. Employee 3. Appropriate Supervisor 4. Superintendent

SCHEDULE II
EAST MARSHALL SCHOOL DISTRICT

2006-2007 SALARY SCHEDULE						
	B.A. Lane	B.A. + 12	B.A. + 24	B.A. + 40	M.A. +15	M.A. + 30
		Lane	Lane	M.A. Lane	Lane	Lane
Steps	\$ 800	\$ 800	\$ 850	\$ 850	\$ 900	\$ 900
1	\$ 25,020	\$ 25,820	\$ 26,670	\$ 27,520	\$ 28,420	\$ 29,320
2	\$ 25,820	\$ 26,620	\$ 27,520	\$ 28,370	\$ 29,320	\$ 30,220
3	\$ 26,620	\$ 27,420	\$ 28,370	\$ 29,220	\$ 30,220	\$ 31,120
4	\$ 27,420	\$ 28,220	\$ 29,220	\$ 30,070	\$ 31,120	\$ 32,020
5	\$ 28,220	\$ 29,020	\$ 30,070	\$ 30,920	\$ 32,020	\$ 32,920
6	\$ 29,020	\$ 29,820	\$ 30,920	\$ 31,770	\$ 32,920	\$ 33,820
7	\$ 29,820	\$ 30,620	\$ 31,770	\$ 32,620	\$ 33,820	\$ 34,720
8	\$ 30,620	\$ 31,420	\$ 32,620	\$ 33,470	\$ 34,720	\$ 35,620
9	\$ 31,420	\$32,220	\$ 33,470	\$ 34,320	\$ 35,620	\$ 36,520
10	\$ 32,220	\$ 33,020	\$ 34,320	\$ 35,170	\$ 36,520	\$ 37,420
11		\$ 33,820	\$ 35,170	\$ 36,020	\$ 37,420	\$ 38,320
12		\$ 34,620	\$ 36,020	\$ 36,870	\$ 38,320	\$ 39,220
13		\$ 35,420	\$ 36,870	\$ 37,720	\$ 39,220	\$ 40,120
14		\$ 36,220	\$ 37,720	\$ 38,570	\$40,120	\$ 41,020
15		\$ 37,020	\$ 38,570	\$ 39,420	\$ 41,020	\$ 41,920
16		\$ 37,820	\$ 39,420	\$ 40,270	\$ 41,920	\$ 42,820
17		\$ 38,620	\$ 40,270	\$ 41,120	\$ 42,820	\$ 43,720
18		\$ 39,420	\$41,120	\$ 41,970	\$ 43,720	\$ 44,620
19		\$ 40,220	\$41,970	\$ 42,820	\$ 44,620	\$ 45,520
20		\$41,020	\$ 42,820	\$ 43,670	\$ 45,520	\$ 46,420
21		\$ 41,820	\$ 43,670	\$ 44,520	\$ 46,420	\$ 47,320
22		\$42,620	\$ 44,520	\$ 45,370	\$ 47,320	\$ 48,220
23			\$ 45,370	\$ 46,220	\$ 48,220	\$ 49,120
24				\$ 47,070	\$ 49,120	\$ 50,020
25				\$ 47,920	\$ 50,020	\$ 50,920
26				\$ 48,770	\$ 50,920	\$ 51,820
27				\$ 49,620	\$ 51,820	\$ 52,720
					<u></u>	<u> </u>

# SALARY SCHEDULE FOR REGISTERED NURSE EXPERIENCE

# 2006-2007 SALARY SCHEDULE

2006-2007 REGISTERED NURSE			
		500	
Step			
1	\$	22,518	
2	\$	23,018	
3	\$_	23,518	
4	\$	24,018	
5	\$	24,518	
6	\$	25,018	
7	\$	25,518	
8	\$	26,018	
9	\$	26,518	
10	\$	27,018	

## SCHEDULE III

East Marshall School District 2006-2007 Extra-Curricular Activities Schedule

HIGH SCHOOL HEAD COACHES	Percentage
FOOTBALL	10
BASEBALL	10
SOFTBALL	10
GIRLS BASKETBALL	10
BOYS BASKETBALL	10
WRESTLING	10
GIRLS TRACK	7
BOYS TRACK	7
VOLLEYBALL	8_
BOYS & GIRLS GOLF	7
BOYS & GIRLS CROSS COUNTRY	8
HIGH SCHOOL ASSISTANT COACHES	-
BOYS BASKETBALL	7 7
GIRLS BASKETBALL	<i>'</i>
FOOTBALL	7
WRESTLING	7
BASEBALL	7
SOFTBALL	5
BOYS TRACK	5
GIRLS TRACK	· 5
VOLLEYBALL	5
BOYS & GIRLS GOLF	. 5
BOYS & GIRLS CROSS COUNTRY	J

Middle School Sports	
FOOTBALL	5
BOYS BASKETBALL	5
GIRLS BASKETBALL	5
BOYS TRACK	5
GIRLS TRACK	. 5
WRESTLING	5
VOLLEYBALL	5
VOLLETBALL	•
MISCELLANEOUS HIGH SCHOOL	
LARGE GROUP SPEECH	3
SMALL GROUP SPEECH	3
ASST. LARGE GROUP SPEECH	1 1/2
ASST. SMALL GROUP SPEEC	1 1/2
FALL MUSICAL DIRECTOR	3
SPRING PLAY DIRECTOR	3
HIGH SCHOOL YEARBOOK	2
HIGH SCHOOL CHEERLEADING	4 1/2
HIGH SCHOOL VOCAL MUSIC	10
FALL BAND (MARCHING BAND & ALLSTATE)	5
WINTER BAND (PEP BAND & JAZZ BAND	5
SPRING BAND (CONTEST SEASON)	5
ASST INSTRUMENTAL MUSIC (THIS WOULD INVOLVE	
THE FALL, WINTER & SPRING BAND SEASONS)	7
FFA	5
Prom Chaperone (Two year commitment)	3
Student Council (Two year commitment)	3
TEACHING ON THE ICN	\$100/Class
SUMMER WEIGHT LIFTING—CURRENT COACH	\$10.00/hour
PEP BUS CHAPERONE	\$5.00/hour
MISCELLANEOUS MIDDLE SCHOOL	
MIDDLE SCHOOL CHEERLEADING	1 1/2
MIDDLE SCHOOL SUMMER BAND	7 1/2
MIDDLE SCHOOL INSTRUMENTAL	7 1/2
ASSISTANT MIDDLE SCHOOL BAND	2
MIDDLE SCHOOL VOCAL MUSIC	5
MISCELLANEOUS ELEMENTARY SCHOOL	
ELEMENTARY VOCAL MUSIC	2

All extra pay increments are to be a % of the schedule as shown below figured on the step corresponding to the number of years experience coaching a sport or directing an activity in the East Marshall System, not to exceed ten (10) years experience.

#### EXTRA CURRICULAR SALARY SCHEDULE

CTED	AMOUNT
STEP	AMOUNT
1	\$32,526
2	\$33,566
3	\$34,606
4	\$36,686
5	\$37,725
6	\$38,766
7	\$41,301
8	\$42,405
9	\$43,511
10	\$45,720

# **SCHEDULE IV**

# **Dues Deduction Authorization Form**

Name	Middle Initial	Last Name
DUES		
I hereby request	and authorize the Board of Education of th	e East Marshall Community
School District a	s my remitting agent, to deduct from my ea	rnings each month until this
authorization is	changed or revoked as provided herein, a	sufficient amount to provide
for the monthly	payment of the prevailing rate of dues which	ch amount is to be remitted
each month for r	ne on my behalf to the treasurer of the EAS	T MARSHALL EDUCATION
ASSOCIATION.	It is understood that this authorization sha	all begin on the first payroll
period following	this date and shall continue through the er	nd of the contract year, and
shall thereafter of	ontinue for successive periods of one year	unless revoked in writing by
a thirty (30) day i	notice to my employer and to the Association	٦.
Date		
Signature		